

Environmental Workforce Development and Job Training Contract Between the City of Durham and Durham Technical Community College Foundation, Inc.

This contract is made, dated and entered into as of the _____ day of _____, 2013, between the City of Durham, a municipal corporation (“City”) and Durham Technical Community College Foundation, Inc. (“Contractor”), a non-profit corporation organized under the laws of the state of North Carolina.

Section 1. Background and Purpose. The purpose of this contract is to provide training for approximately 75 Durham residents enrolled in an environmental technology certification *Environmental Workforce Development and Job Training* program. The City, through the Durham Workforce Development Board, is a recipient of a 2013 Environmental Workforce Development and Job Training grant through the U.S. Environmental Protection Agency (EPA), for the purpose of training up to 75 Durham residents in an environmental technology certification program that will enable participants to competitively seek employment in the assessment and cleanup activities associated with the redevelopment and reuse of local and regional Brownfield sites and other related environmental fields. Pursuant to said grant, and in keeping with its broad objectives, the City desires to engage the Contractor to render certain services in the furtherance of those objectives. The Contractor shall abide by each paragraph of this agreement and its attachments and all procedures, rules and regulations imposed upon the City by the EPA in connection with the City’s receiving the grant referred to above.

Section 2. Services to be Performed. Contractor shall perform the services and activities outlined in Attachment A, “Statement of Work.” Those services and activities are hereby referred to in this contract as “the program” or “the work”. The Contractor shall begin performance of those services and activities on or about March 4, 2013. It shall complete those services and activities no later than September 30, 2014. The contractor will further adhere to the curriculum and descriptions found in Attachment A-2 ensuring that these courses are provided through the training program.

Section 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. Payment under Contract. The City shall make payment on a cost reimbursement basis to the Contractor for services and activities described in Attachment A “Statement of Work”, Attachment A-2 “Curriculum and Course Descriptions”, according to the budget set forth in Attachment B “Budget Form”, and adherence to the statements of Attachment C “Assurances and Certifications of Adherence to program requirements and restrictions of Workforce Investment Act 1998”, Attachment D “Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements, Attachment E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions”, and Attachment F “Drug Free Workplace”, which is attached hereto

and incorporated herein. The payments to the Contractor shall not exceed \$150,000.00. Payment shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. The Contractor shall send invoices to the Accounting Department within the Office of Economic and Workforce Development (OEWD) whose name and address shall be provided by the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and/or instructions for creating the reports referred to in this Contract, and Contractor agrees to use those forms and instructions. Notwithstanding anything in the Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by the EPA under the grant referred to above, or (ii) \$150,000.00.

Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out each deliverable delineated within Attachment A, Attachment A-2, and adherence to the budget in Attachment B, will result in delay of payment to the Contractor by the City. In the event that the Contractor fails to fulfill all its responsibilities under this Contract as set out in Attachment A, Attachment A-2, Attachment B, Attachment C, Attachment D, Attachment E, and Attachment F, the Contractor will be in breach of the Contract.

Section 5. Insurance. Contractor shall provide the City an original insurance certificate in with the signed contract, identifying the City of Durham as an additional insured entity with the following coverage for the duration of the contract. Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence

Automobile Liability

- single limit combined coverage in the amount of \$1million

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- employers' liability, \$1,000,000.
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Section 6. Attachments. The following attachments are made a part of this contract:

Attachment A	Statement of Work
Attachment A-2	Curriculum and Course Description
Attachment B	Budget Form
Attachment C	Assurances and Certifications of Adherence to program requirements and restrictions of Workforce Investment Act 1998
Attachment D	Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
Attachment E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Attachment F	Drug Free Workplace

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control.

Section 7. Termination of Contract

A. **For Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract; or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract; or if the grant under which this agreement is made is terminated, reduced, impounded, suspended or withheld; then the City shall thereupon have the right to terminate or suspend this Contract. Termination or suspension shall be accomplished by the City's giving written notice to the Contractor at least ten (10) days prior to the date that the contract is to be terminated. In the event that the EPA reduces the amount of its grant or for any other reason funding must decrease during the course of the contract term, the parties hereto

must amend this Contract so that it will accommodate and reflect the action taken by the EPA.

B. **For Convenience.** This Contract may be terminated by the City without cause and independently from any action pertaining to the grants under which this Contract has been funded, at the convenience and the sole discretion of the City. The City shall provide the Contractor with at least thirty (30) days written notice prior to the effective date of termination under this paragraph. In the event of termination for convenience, the City shall make payment for the service performed and authorized expenditures incurred, if any, prior to the termination date, by the Contractor in accordance with the Contract.

C. **Consequences of Termination.** Notwithstanding termination, whether or not premature, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives. Where a provision of this Contract states a specific requirement to be done before or after termination, (e.g., *see* the third paragraph of the Section titled Property Management), such a specific requirement shall be followed. Without limiting the preceding two sentences, it is agreed that in the event of termination, whether or not premature,

(1) all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract shall become the property of the City and shall be delivered to the City within thirty (30) days after the completion of the certified audit of this Contract; and

(2) the following shall survive termination:

(a) all of the Contractor's obligations to report to the City with respect to matters occurring before the termination;

(b) all of the Contractor's obligations to create, maintain, submit, and allow access to records;.

Section 8. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Mr. Nicholas McCoy
Senior Workforce Development Administrator
City of Durham
Office of Economic and Workforce Development
302 East Pettigrew Street, Suite 190
Durham, North Carolina 27701
The fax number is (919) 560-4986

To the Contractor:

Ms. Michelle Jordan
Coordinator Continuing Education
Corporate and Continuing Education Division
Durham Technical Community College
Main Campus – 1637 East Lawson Street
Durham, NC 27703
The fax number is (919) 536-7279

Section 9. Change of Address Date Notice Deemed Given. (a) A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the item of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 10. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection “a,” the Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnities” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) other provisions separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities.

Section 11. Identification of Documents. All reports, maps, and other documents completed as a product of this Contract, other than documents used in the administration of the Contract such as reports to the City, shall have placed thereon by the Contractor the following statement: The preparation of this document was financed in part or in whole through funds from the City of Durham Office of Economic and Workforce Development and U.S Environmental Protection Agency.

Section 12. Financial Records. The Contractor shall establish and maintain a financial management system which will account for all funds received under this Contract and expenditures made in furtherance of the Project. Such system shall be created and maintained in accordance with generally accepted accounting principles. This system shall be documented to the satisfaction of the City and shall include:

a. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions are recorded. In addition, the Contractor shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Contractor shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, records of travel payments, and notations showing the approval of an authorized official of the Contractor.

b. The Contractor shall maintain such records and accounts including property, personnel, and financial records so as to assure a proper accounting for all Project funds. These records shall be retained by the Contractor for a period of three years after the City makes final payments to the Contractor pursuant to this Contract and after all other pending matters are closed. At any time after the Contract termination, however, the Contractor may turn these over to the City for retention after completion and acceptance of required audits.

c. The Contractor shall provide an accounting for all funds paid to it by the City under this Contract. More specifically, Contractor's financial management system shall provide for:

i. Records which identify adequately the source and application of funds under this Contract. These records shall contain information pertaining to encumbrances and unencumbered balances, assets, liabilities, outlays and income.

ii. Effective control over and accountability for all funds, property and other assets attributed to the Contract. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Contract.

iii. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or

productivity data, including the production of per participant cost information whenever required by the Office of Economic & Workforce Development (OEWD).

iv. Procedures for determining the allowability and allocation of costs.

d. The Contractor's financial records shall be audited by a Certified Public Accountant at least annually. The auditor shall be obtained and paid by the Contractor without any City funds. Should there be an exception taken during the audit, the Contractor shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

e. Contractor shall provide any information, which OEWD may reasonably request pertaining to the Contractor's financial management under this Contract.

Section 13. Audits and Inspections. At any time during normal business hours and as often as the City, Durham Workforce Development Board, the U.S. Environmental Protection Agency or the Comptroller General of the United States (said four entities and agencies are referred to hereafter as "said Entities") may deem necessary, the Contractor shall make available to said Entities or the duly authorized representatives of any of said Entities, all of the Contractor's books, documents, papers, and records pertaining to this contract.

Programs must be conducted in accordance with auditing standards set forth in the financial and compliance handbook entitled "Standards for Audit of Governmental Organizations, Program Activities and Functions", issued by the Comptroller General of the United States and circulars A-128 and A-133 issued by the Federal Office of Management and Budget. Contractor shall submit a copy of the Contractor's annual audit report to the OEWD within sixty days of completion of the audit.

Section 14. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Certification Regarding Debarment Suspension Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions. The contractor nor its principals may be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The contractor shall provide certification of debarment status in Appendix E.

(c) Drug Free Workplace. In accordance with the Drug-Free Workplace Act of 1988, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity or work associated

with this contract as stated in Appendix F.

(d) Assurances and Certifications of Adherence to program requirements and restrictions of Workforce Investment Act 1998. In order to receive funding under the Workforce Investment Act of 1998 (WIA) (Public Law 105-220) and its regulations, the contractor must adhere to the program requirements, and restrictions. As proof of understanding and commitment the contractor must certify the statements of Appendix C.

(e) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

(f) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(g) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(h) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(i) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to applicable provisions of the following: Contractor shall be in compliance with prohibitions on conflict of interest, political activities, and lobbying provisions in Attachment D, Certification Regarding Lobbying. No compliance review was conducted in accordance with Ordinance to Promote Equal Business Opportunities in City Contracting.

(j) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(k) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff

or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.

(l) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 18-59 (f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(m) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(n) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

*Environmental Workforce Development and Job Training Contract Between the City of Durham
and Durham Technical Community College*

(o) Agency. Nothing in this Contract is intended or shall be interpreted to create a joint venture or partnership between the City and the Contractor or constitute either the agent of the other, or make the City in any way responsible for the losses, debts, duties, obligations, responsibilities or liabilities of the Contractor.

(p) Representations. Without limiting any other warranty under this contract, or any right or remedy available to the City, it is agreed that the Contractor warrants the accuracy of representations made by it prior to the date of this contract in materials submitted to the City with respect to the Project, including but not limited to materials submitted in response to the request for proposals.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be executed, as of the day and year above written.

ATTEST:

CITY OF DURHAM

By: _____

Preaudit Certification, if necessary:

DURHAM TECHNICAL COMMUNITY COLLEGE

By: _____

(Affix corporate seal.)

State of _____ Acknowledgment by Durham Technical
Community College Foundation, Inc.

County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared
before me this day and stated that he or she is (strike through the inapplicable:)
chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/
treasurer/ chief financial officer of DURHAM TECHNICAL COMMUNITY COLLEGE
FOUNDATION, INC., a non-profit corporation organized under the laws of the state of
North Carolina. and that by authority duly given and as the act of the corporation, he or
she signed the foregoing contract or agreement with the City of Durham and the
corporate seal was affixed thereto. This the _____ day of _____,
20__.

My commission expires:

Notary Public

ATTACHMENT A- STATEMENT OF WORK

DURHAM TECHNICAL COMMUNITY COLLEGE

Background

With the award of the 2013 Environmental Protection Agency (EPA) *Environmental Workforce Development & Job Training Grant*, the City of Durham anticipates grant funding will support the City's ongoing efforts to engage the community in the redevelopment and revitalization of the target Northeast Central Durham (NECD) and surrounding neighborhoods. The 2013 grant will enable Durham to build on the success of the previous awards and support the EPA strategic plan/goals to utilize JT grants "to create green jobs that reduce environmental contamination and build a more sustainable future for the community."¹ From inception to date the partnership between OEWD and Durham Technical Community College has resulted in a total of 390 applicants recruited, 132 applicants enrolled in training, and achieved 109 graduates of the program. These EPA funded job training programs have allowed over 100 recent graduates an opportunity to work on local property assessments and revitalization efforts that have been recently supported and initiated by the EPA Brownfields Assessment Grant (\$400,000) that the City of Durham received in 2006 and 2009. Employment wages attained has averaged above the City of Durham's lower level of income with the latest Environmental training in 2010-12 achieving an average wage of \$16.91 per hour.

Purpose

The City of Durham anticipates that this contract will support efforts to train approximately 75 residents of NECD and the surrounding area in a Brownfields Job Training program that will enable participants to effectively gain skills and training needed to competitively seek employment in the assessment, cleanup, and redevelopment of Brownfield sites and also in the greater environmental technology field.

Deliverables

Durham Technical Community College will support OEWD to meet the following program goals:

Development of a Comprehensive Environmental Technology Job Training Program

- Contractor will develop, implement, and revise as needed a curriculum that will guide participants in the handling and removal of hazardous substances, including training for jobs in sampling, analysis, and site remediation.

¹ U.S. Environmental Protection Agency. Brownfields Land Revitalization. Job Training. <http://epa.gov/brownfields/job.htm#gra>

- Contractor will develop, implement, and revise as needed a curriculum that will train participants in the management of facilities at which hazardous substances, pollutants, contaminants or petroleum contamination are located.
- Contractor will develop, implement, and revise as needed a curriculum that will train participants in the use of techniques and methods for cleanup of leaking underground storage tanks and other sites contaminated by petroleum products, asbestos, abatement, or lead abatement.
- Contractor will develop, implement, and revise as needed a curriculum that will train participants in the use of techniques and methods for Wastewater treatment.
- Contractor will assist with the development and implementation of marketing tools that will promote the training program to prospective students, to include Public Service Announcements, issuing press releases, print and digital media outreach, and web-based marketing.
- Contractor will support OEWD staff in conducting periodic orientation sessions for the Environmental Workforce Development and Job Training program that precede individual training cycles with the purpose of engaging the community about the job training program and informing prospective students and other stakeholders about the program.

Implementation of an Environmental Technology Job Training Program

- Contractor will deliver an Environmental Technology Job Training program through the implementation of three (3) training cycles totaling 240 contact hours (per cycle) during the first year of the contract, with the date of the final training cycle concluding on or before September 30, 2014.
- Contractor will implement pre and post testing assessments of potential candidates' skills and knowledgebase using ACT WorkKeys to assess competencies and skill levels in Applied Math, Reading, and Locating Information.
- Contractor will enroll a minimum of 25 participants per training cycle with adjustments made to the second and third training cycles to account for attrition from the previous training cycles ensuring retention rates are achieved.
- Contractor shall work with JobLink partners to support and maintain a retention rate of 80% of program participants during the course of training.
- Contractor will issue certifications in Waste Water Treatment, HAZWOPER (Hazardous Waste Operations), Lead Worker Abatement, Asbestos Abatement, OHSA, First Aid & CPR to graduates of the program.
- Contractor will submit periodic program reports as mandated by the City and the EPA.
- Contractor shall work with JobLink partners to support a job placement rate of 70% of program graduates in Brownfields related and other environmental fields.

- Contractor will adhere to the outlined program Budget Form delineated within Attachment B of this contract.
Contractor will further adhere to the program Curriculum and Course Descriptions delineated within Attachment A-2 of this contract.

ATTACHMENT A-2

CURRICULUM AND COURSE DESCRIPTION

Course Title	Required/ Supplemental	Hours	Duration* 1 day = 4 hours of training	number of offerings
Wastewater Treatment Plant Operator	Required	44	11 days	3
40-Hour HAZWOPER	Required	40	10 days	3
Asbestos Worker Abatement	Required	32	8 days	3
Lead Worker Abatement	Required	16	4 days	3
Soil Water Management	Required	16	4 days	3
Field Testing & Equipment	Required	12	3 days	3
10- Hour OSHA General Industry	Required	12	3 days	3
Underground Storage Tanks	Required	8	2 days	3
Confined Space Training	Required	8	2 days	3
First Aid/CPR	Required	8	2 days	3
Technological Orientation and Awareness	Supplemental	8	2 days	3
Field Observation	Supplemental	8	1 day	3
Environmental Data Analysis	Supplemental	4	1 day	3
Human Resource Development – Job Readiness (Non EPA Funded)	Supplemental	24	6 days	3
Total		240	12 weeks	
Certifications Received			Hours	
Wastewater Operator Grade I: Exam Prep			44	
40-Hour HAZWOPER			40	
Asbestos Abatement Certification			32	
Lead Worker Initial			16	
10-Hour OSHA General Industry			12	
First Aid & CPR			8	
Total			152	

COURSE DESCRIPTIONS:

Wastewater Treatment Plant Operator: 44 hours – Introduction to wastewater treatment, wastewater collection systems, grease traps, pumps, preliminary treatment, constructed wetlands, wastewater lagoons, septic tanks, sand filters, activated sludge, disinfection, electricity, instrumentation & controls, sampling procedures, laboratory procedures, health & safety, laws & regulations, and required technical knowledge. This training meets all requirements of the NC Department of Environmental and Natural Resources, division of water quality. **This module fulfills required training in wastewater treatment awareness.*

Hazardous Waste Operations and Emergency Response (HAZWOPER): 40 hours – Meeting the requirements of OSHA's 29 CFR 1910.120 HAZWOPER standard, this class focuses on regulatory overview, site characterization, toxicology, hazard and chemical awareness, personal protective equipment, site control, decontamination, medical surveillance, air monitoring, sampling, safe work practices, excavations, and emergency procedures. **Completion results in required certification.** **This module fulfills required training in OSHA 29 CFR 1910.120 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)*

Asbestos Worker Abatement: 32 hours – Skills and knowledge to safely & successfully conduct an asbestos operations project. Lessons learned included a look at asbestos as a natural mineral, its historic use as an insulating material, the later discovered health impacts, reasons and laws for asbestos removal, safety precautions for handling asbestos, and management skills to facilitate and operate an asbestos removal project. **Completion results in required certification.** **This module fulfills required training in solid waste management.*

Lead Worker Initial: 16 hours - Comprehensive training in safe and effective lead abatement practices. This course meets the training requirements for lead workers outlined in the EPA Requirements for Lead Based Paint Activities in 40 CFR 745 Subpart L. **Completion results in required certification.** **This module fulfills required training in solid waste management.*

Soil and Water Management: 16 hours - Soil classification, geo-technical soil testing, surface water and wetlands, drinking water and wastewater, groundwater flow, hydrologic cycle, flow calculations, sampling procedures, data recordation, and basic flow mapping. Also included are treatment techniques for cleaning soil and water impacted by leaking underground storage tanks. Practices covered include soil amendments, forced injection of chemical and biological agents, phytoremediation, and soil vapor extraction procedures. **This module fulfills required training in innovative and alternative treatment technologies.*

Field Testing and Equipment: 12 hours - Field assessment, on-site geotechnical drilling observation, student involved monitoring well installation, sampling/measurement equipment and procedures, including hand-held global

positioning system devices used in field mapping. **This module fulfills required training in innovate and alternative treatment technologies with respect to sampling instrument operator training.*

10-Hour OSHA General Industry: 12 hours – Topics include an introduction to OSHA, safe work practice overview, blood borne pathogens, disaster preparedness, electrical safety, emergency planning, ergonomics, flammable & combustible liquids, tools, hazcom, machine guarding, material handling, personal protective equipment, fall prevention, preventing workplace violence, health & safety programs, stairways and ladders, working surfaces, welding and cutting. **Completion results in required certification.** **This module fulfills required training in promoting the health and safety of workers.*

Underground Storage Tanks: 8 hours – Understanding of underground storage tank systems and requirements, operation and maintenance of underground storage tank systems, leak prevention, environmental concerns, tank integrity testing, excavation and removal. **This module fulfills required training in Underground Storage Tank Leak Prevention awareness training.*

Confined Space Training: 8 hours – Introduction to confined spaces per CFR 29 OSHA 1910.146, identification of potential space specific hazards, development of a permit required confined space entry program, safety protocols, and appropriate personal protective equipment. **This module fulfills required training in promoting the health and safety of workers.*

First Aid and CPR: 8 hours - In cooperation with the American Red Cross, students will learn how to overcome a reluctance to act in emergency situations and to recognize and care for life-threatening first aid, respiratory or cardiac emergencies. **Completions result in required certifications.** **This module fulfills required training in promoting the health and safety of workers.*

Technical Awareness: 8 hours - Overview and history of environmental regulations, basic ecological concepts, ecosystems, energy cycles, hydrologic cycles, consequences of contaminating environment, contamination of water, land, air, hazardous waste management and disposal.

Field Observation: 8 hours – Students interact with local contractors while directly observing environmental work being performed in their community.

Environmental Data Analysis 4 hours – Students practice the calculation and conversion of environmental sampling data into meaningful and statistically relevant information for use in case reports.

Job Readiness: 24 hours - **(NON EPA FUNDED)** Instruction on resumes and interviewing, appropriate dress and workplace conduct, and the fundamentals of the job search. Will also include coverage of remedial math instruction on the use of

calculators, conversions, formulas, problem solving, statistics, and map scales. Reading for information, locating information, and math assessments will also be discussed during Job Readiness class.

Note: This program will offer courses that examine regulations of the EPA; Occupational, Safety, and Health Act; and the Department of Transportation which govern safety issues in work environments. Courses are complemented by lab and in the field training activities. Although this program offers instruction in technical awareness and the skills necessary to perform entry-level environmental technician work, completion of the program does not guarantee employment or access to benefits. All instructors are licensed, degreed and qualified to teach these technical courses.

NON GRANT FUNDED TRAINING AND SUPPORT SERVICES

Human Resources Development (Job Readiness and Math Skills) -24 hours

Description:

Participants will learn or review employability skills, do individualized career planning and assessment, and learn basic computer skills. Upon completion of training participant should be able to: demonstrate an understanding of environmental technology careers, have completed an Individualized Education Plan, worked on personalized resume writing and creating targeted cover letters. Students also will have experience on identifying industry contacts, networking and succeeding at job fairs and industry gatherings and interview practice and review.

ATTACHMENT B- BUDGET FORM

DURHAM TECHNICAL COMMUNITY COLLEGE BUDGET

Delivery of Training	Participant Cost (per individual cost)	Training Cycle Cost (per 25 participants)	Total Delivery of Training @ 3 cycles (75 participants)
Instructor Salaries	\$ 876.48	\$ 21,912.00	\$ 65,736.00
Fringe Benefits	\$ 66.6	\$ 1665.3	\$ 4,995.90
Curriculum Development	\$ 0.00	\$ 0.00	\$ 0.00
OE Registration and CAPS Fees	\$ 380.00	\$ 9,500.00	\$ 28,500.00
Outreach (Enrollment Activities)	\$ 25.57	\$ 639.366	\$ 1,918.10
Supplies	\$ 518.00	\$ 12,950.00	\$ 38,850.00
Subtotal	\$ 1,866.65	\$ 46,666.666	\$140,000.00
Subtotal of Request for Delivery of Training per 3 Cycles (at 75 participants)			\$140,000.00

Reporting	Cycle 1	Cycle 2	Cycle 3	Total
Generate required local, state, and federal (EPA) financial and reporting documents	\$3,333.33	\$3,333.33	\$3,333.34	\$10,000.00
Subtotal	\$3,333.33	\$3,333.33	\$3,333.34	\$10,000.00

Total Request for Reporting per 3 Cycles	\$150,000.00
---	---------------------

Grand Total Request for Delivery of Training and Reporting activities for the purpose of providing an Environmental Technology Job Training program over 3 Cycles for 75 Participants: \$ 150,000.00

Durham Technical Community College will provide an additional \$14,625.00 of In-Kind contributions to the *Environmental Workforce Development and Job Training Program*. TOTAL Program with In-Kind contributions: \$164,625.00

Job Readiness	Cycle 1 (25 participants)	Cycle 2 (25 participants)	Cycle 3 (25 participants)	Total
Job Seeking Skills Course: Instruction on resumes and interviewing, workplace conduct and the ethics and fundamentals of the job search, career portfolio development, etc.	\$1,625.00	\$1,625.00	\$1,625.00	\$4,875.00
Optional Course: Commercial Driver's License Exam Prep	\$1,625.00	\$1,625.00	\$1,625.00	\$4,875.00
Job Seeking Skills/ KeyTrain and Computer Skills Development Lab	\$1,625.00	\$1,625.00	\$1,625.00	\$4,875.00
Total In-Kind Contributions				\$14,625.00

BUDGET NARRATIVE

Personnel Costs:

Salaries

Grant paid portion of instructor's salaries \$65,736.00
(240 hours x \$91.30) x 3 cycles

Benefits

FICA at 7.6% of adjunct instructor salary \$4,995.90
(Adjunct instructor salary x 7.6%) x 3 cycles

OE Registration and CAPS Fees

*Environmental Workforce Development and Job Training Contract Between the City of Durham
and Durham Technical Community College*

Registration and CAPS fees per student per course (\$380.00 x 75) x 3 cycles	\$28,500.00
Outreach Activities	
Orientation, recruitment, and presentations (20 hours at \$31.968) x 3 cycles	\$1,918.10
Equipment/Supplies	
(75 x 18.00 per student-office supplies)	\$1,350.00
(75 x 200.00 per student-training materials)	\$15,000.00
(75 x 300.00 per student-field testing kits & equipment)	\$22,500.00
**Equipment and supplies includes but not limited to: multi gas meters, lead, soil, air, and water testing kits, ropes gloves, etc...	
Durham Tech Rent and Facilities Usage	In Kind
Reporting	
\$3,333.33 x 3 cycles	\$10,000.00
Total Budget Request	\$149,999.90

**IN KIND CONTRIBUTIONS TO BE PROVIDED BY DURHAM TECHNICAL
COMMUNITY COLLEGE TO THE *ENVIRONMENTAL WORKFORCE
DEVELOPMENT AND JOB TRAINING PROGRAM***

Job Seeking Skills Course:	
Registration fees (\$65.00 x 75)	\$4,875.00
Optional CDL Exam Prep Course:	
Registration fees (\$65.00 x 75)	\$4,875.00
Job Seeking Skills/KeyTrain Computer Lab:	
(Registration fees (\$65.00 x 75)	\$4,875.00
Matching salaries for OE course instructors:	
(184 hours x \$25.00 p/h) x 3 cycles	\$13,800.00
Admin hours for Dean, HRD, and OE Program Directors	
(200 hours at \$28.00)	\$5,600.00

*Environmental Workforce Development and Job Training Contract Between the City of Durham
and Durham Technical Community College*

Admin hours for program assistant and receptionist (50 hours at \$20.00)	\$1,000.00
Admin hours for personnel with specialized skills (25 hours at \$20.00)	\$500.00
Use of classrooms, lab space (552 hours at \$50.00)	\$27,600.00
Marketing and Public Relations personnel hours (30 hours at \$28.00) x 3 cycles	\$2,520.00
Web site development, maintenance, and printed advertising (2% Marketing Budget x 3 cycles)	\$236.70
Total Estimated In Kind Contributions	\$65,881.70

Attachment C

Assurances and Certifications of Adherence to Program Requirements and Restrictions of Workforce Investment Act of 1998

Name of Contractor: _____ Date: _____

Contractor Signature:

In order to receive funding under the Workforce Investment Act of 1998 (WIA) (Public Law 105-220) and its regulations, the following program requirements, and restrictions must be adhered to, in as such, the Contractor certifies to the following statements:

1. Ensures that no funds described in Section 129 or Section 134(a) of the Workforce Investment Act (WIA) are used to develop or implement education curricula for school systems in the state. **Section 129(b)(4)/Section 134(a)** Yes ☐ No ☐ NA ☐

2. Certifies that funding for activities that involve sectarian activities have been prohibited in accordance with **Section 667.266** and **Section 188(a)(3)**. Yes ☐ No ☐ NA ☐
3. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers. **Section 181(b)(2)(3)**.

Yes ☐ No ☐ NA ☐
4. Certifies that working participants are covered by workman's compensation or other insurance. **Section 181(b)(4)/667.274**. Yes ☐ No ☐ NA ☐
5. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work. **Section 181(b)(5), 667.272**. Yes ☐
No ☐ NA ☐
6. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing. **Section 181(b)(7)**. Yes ☐ No ☐ NA ☐
7. Certifies that provisions have been made that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar

*Environmental Workforce Development and Job Training Contract Between the City of Durham
and Durham Technical Community College*

occupations by the same employer and who have similar training, experience, and skills. **Section 181(a)** (In no event shall the rate be less than the applicable State or local minimum wage law.).

Yes _ No _ NA _

8. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States. **Section 181(d)(1).** Yes _ No _ NA _

9. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days. **Section 181(d)(2).**

Yes _ No _ NA _

10. Certifies that provisions have been made to prohibit the use of funds for employment- generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals; and no funds may be used for foreign travel. **Section 181(e).**

Yes _ No _ NA _

11. Certifies that provisions been made that allow for the testing and sanctioning of participants for the use of controlled substances. **Section 181(f).** Yes _ No _ NA _

12. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens. **Section 188(a).** Yes _ No _ NA _

13. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area. **Section 195(2).** Yes _ No _ NA _

14. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral. **Section 195(5).** Yes _ No _ NA _

15. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities. **Section 195(b).** Yes _ No _ NA _

16. Certifies that provisions have been made that ensure that participants are aware of grievance procedures. Yes _ No _ NA _

17. Certifies that the contractor will abide by the WIA Act, regulations, and applicable business licensing, taxation and insurance requirements. Yes _ No _ NA _

18. Certifies that the contractor has provisions regarding modification of the contract, the handling of disputes, and termination, including termination for convenience of the government.

Yes _ No _ NA _

19. Certifies that the contractor will maintain records until such time that they may be disposed of but not before a final audit on the records. Also certifies and grants access to the records by the NCCCS, the State, and the USDOL. Yes _ No _ NA _

*Environmental Workforce Development and Job Training Contract Between the City of Durham
and Durham Technical Community College*

20. Certifies liability, sanctions, and debt repayment. **Yes** _ **No** _ **NA** _
21. Certifies the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. **Yes** _ **No** _ **NA** _
22. Certifies provision to prohibit political activities (Hatch Act). **Yes** _ **No** _ **NA** _

Attachment D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Attachment E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment F

Drug-Free Workplace Disclaimer

Name of Contractor: _____ Date: _____

Contractor Signature:

In accordance with the Drug-Free Workplace Act of 1988, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity or work associated with this contract.